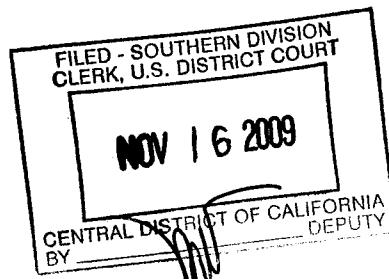


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10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 SOUTHERN DIVISION

14 FRANK MUSIC CORP., SONY/ATV  
15 HARMONY AND GLADYS MUSIC  
ELVIS PRESLEY ENTERPRISES  
LLC,

16 Plaintiffs,  
17 v.

18 MARZIEH BAGHERITARI,  
19 Defendant.  
20

Case No. SACV08-01189 CJC (MLGx)

~~PROPOSED~~ CONSENT  
JUDGMENT

[17 U.S.C. §§101 ET SEQ.]

1        WHEREAS, plaintiffs Frank Music Corp., Sony/ATV Harmony, and Gladys  
2 Music Elvis Presley Enterprises LLC (“Plaintiffs”) are owners of the copyrights in  
3 the musical compositions listed in Schedule A to Plaintiffs’ Complaint filed in this  
4 action and members of the American Society of Composers, Authors and Publishers  
5 (“ASCAP”); and

6        WHEREAS, defendant Marzieh Bagheritari (“Defendant”), at the times of the  
7 infringing acts alleged in the Complaint, did own, control, manage, operate, and  
8 maintain a place of business for public entertainment, accommodation, amusement,  
9 and refreshment known as Orchid Restaurant, 3033 Bristol Street, Suite D, in Costa  
10 Mesa, in the State of California; and

11       WHEREAS, without authorization or consent, Defendant, on the dates  
12 specified on Schedule A to the Complaint, publicly performed Plaintiffs’ copyrighted  
13 musical compositions at Orchid Restaurant, 3033 Bristol Street, Suite D, in Costa  
14 Mesa, in the State of California, for the entertainment and amusement of the patrons  
15 attending said premises in violation of Plaintiffs’ rights under 17 U.S.C. § 106(4), as  
16 a remedy for which Plaintiffs are entitled to judgment against Defendant for willful  
17 copyright infringement.

18       NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
19 DECREED that:

20       1. (a) Judgment is entered for Plaintiffs and against Defendant on the  
21 claims set forth in Plaintiffs’ Complaint in the amount of Twelve Thousand Five  
22 Hundred Dollars (\$12,500.00) (the “Consent Judgment Amount”). Notwithstanding  
23 the foregoing, the parties have agreed that this Judgment may be satisfied upon  
24 Defendant’s payment of the sum of Ten Thousand Dollars (\$10,000.00) (the  
25 “Settlement Amount”) as provided in Paragraph 2 below.

26       (b) The amount provided for in this Consent Judgment shall be in full  
27 settlement of all claims against Defendant arising out of Plaintiffs’ Complaint and all  
28 other copyright infringement claims of members of ASCAP against Defendant arising

1 out of the operation of Orchid Restaurant, 3033 Bristol Street, Suite D, in Costa  
2 Mesa, in the State of California, during all periods up to and including the date of  
3 entry of this Consent Judgment.

4 2. (a) Defendants shall pay the Settlement Amount in installments as  
5 follows:

6 A. Payment of Eight Hundred Thirty-Three Dollars and Thirty-  
7 Three Cents (\$833.33) upon the first of each month from  
8 November 2009 through October 2010.

9 (b) Defendant shall make the payments provided for above in the  
10 form of a certified, cashier's, bank, or corporate business check drawn on a California  
11 bank, made payable to "ASCAP," and delivered to Danika B. Vittitoe, Esq., at  
12 Arnold & Porter LLP, 777 South Figueroa Street, 44th Floor, Los Angeles, California  
13 90017, or such other person as Plaintiffs' attorneys shall designate to receive such  
14 payments.

15 3. Defendant agrees that no ASCAP members' copyrighted works shall be  
16 performed by any person or in any manner at Orchid Restaurant unless and until  
17 Defendant executes a ASCAP General License Agreement for Orchid Restaurant and  
18 agrees to pay annual license fees in accordance therewith. Should Defendant fail to  
19 comply with the terms of this paragraph 3, ASCAP's members retain their rights to  
20 pursue future claims for copyright infringement against Defendant, should such  
21 claims arise.

22 4. In the event that (i) Defendant fails to make any of the payments  
23 provided for in paragraph 2(a) above; or (ii) ASCAP obtains evidence of additional  
24 infringing performances of ASCAP members' copyrighted musical works at Orchid  
25 Restaurant, upon receipt by Defendant of written notice from Plaintiffs or their  
26 undersigned attorneys of any such delinquency or infringing performances,  
27 Defendant shall have ten (10) calendar days in which to cure such delinquency. If the  
28 delinquency is not cured within such ten (10) day period or if ASCAP has such

1 evidence of infringing performances, Defendant shall be obligated to pay the full  
2 Consent Judgment amount of Twelve Thousand Five Hundred Dollars (\$12,500.00),  
3 less any payments previously made to Plaintiffs pursuant to paragraph 2(a) above.  
4 Such balance shall be immediately due and payable, and execution therefor may issue  
5 forthwith and without any further notice to Defendant.

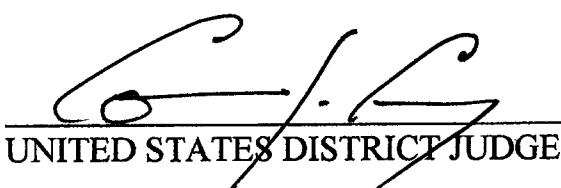
6 5. Plaintiffs shall be granted all such writs and process as are necessary or  
7 proper for the enforcement of this Consent Judgment.

8 6. Subject to the Court's continuing jurisdiction over the parties for  
9 purposes of enforcement of this Consent Judgment, this action is dismissed.

10  
11 **ORDER**

12 **IT IS SO ORDERED.**

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14 Dated: November 13, 2009

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UNITED STATES DISTRICT JUDGE